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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 JOE HUNT, individually and as  
11 Successor in Interest to JAMES BYRD,  
12 deceased, and SARAH HUNT,  
13 individually and as Successor in Interest  
14 to JAMES BYRD, deceased,

15 Plaintiffs,

16 v.

17 CITY OF LOS ANGELES, a municipal  
18 entity, OFFICER ZACKARY  
19 GOLDSTEIN, an individual, OFFICER  
20 ANDREW HACOUPIAN, an individual  
21 and DOES 1 through 10, inclusive,

22 Defendants.

CASE NO. CV16-02584 PSG (AFMx)  
*Hon. Philip S. Gutierrez - Ctrm. 6A, 6<sup>th</sup> Fl.*  
*Hon. Mag. Alexander F. MacKinnon - Ctrm.H, 9<sup>th</sup>*  
*Fl*

**~~[PROPOSED]~~ AMENDED  
PROTECTIVE ORDER RE:  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION**

23 WHEREAS, Plaintiff is seeking materials and information that Defendant  
24 City of Los Angeles (“City”) maintains as confidential, such as personnel files of the  
25 police officers involved in this incident, Force Investigation Division materials and  
26 information, Internal Affairs materials and information, video recordings, and other  
27 administrative materials and information currently in the possession of the City and  
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1 which the City believes need special protection from public disclosure and from use  
2 for any purpose other than prosecuting this litigation;

3 WHEREAS, Plaintiff is also seeking official information contained in the  
4 personnel files of the police officers involved in the subject incident, which the City  
5 maintains as strictly confidential and which the City believes need special protection  
6 from public disclosure and from use for any purpose other than prosecuting this  
7 litigation;

8 WHEREAS, the City asserts that the confidentiality of the materials and  
9 information sought by Plaintiff is recognized by California and federal law, as  
10 evidenced *inter alia* by *California Penal Code* section 832.7 and *Kerr v. United*  
11 *States Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394  
12 (1976);

13 WHEREAS, the City has not publicly released the materials and information  
14 referenced above except under protective order or pursuant to court order, if at all;

15 WHEREAS, the City contends that these materials and information are of the  
16 type that has been used to initiate disciplinary action against Los Angeles Police  
17 Department (“LAPD”) officers, and has been used as evidence in disciplinary  
18 proceedings, where the officers’ conduct was considered to be contrary to LAPD  
19 policy;

20 WHEREAS, the City contends that absent a protective order delineating the  
21 responsibilities of nondisclosure on the part of the parties hereto, there is a specific  
22 risk of unnecessary and undue disclosure by one or more of the many attorneys,  
23 secretaries, law clerks, paralegals and expert witnesses involved in this case, as well  
24 as the corollary risk of embarrassment, harassment and professional and legal harm  
25 on the part of the LAPD officers referenced in the materials and information;

26 WHEREAS, the City contends that unfettered disclosure of the materials and  
27 information, absent a protective order, would allow the media to share this  
28 information with potential jurors in the area, impacting the rights of the City herein

1 to receive a fair trial.

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3 **ORDER ON STIPULATION**

4 Accordingly, the parties stipulate as follows:

5 1. Defendants (hereinafter “Disclosing Party(ies)”) may designate as  
6 confidential any personnel files, videos, Force Investigation Division materials,  
7 Internal Affairs materials or any other materials or writing that they, in good faith,  
8 believe is protected from disclosure within the meaning of FRCivP 26(g), in that  
9 they believe the material contains confidential or private information. Such  
10 materials may be classified as subject to this protective order by marking the  
11 material, each document or writing with a watermark that includes words such as  
12 “Confidential,” “Confidential Documents,” “Confidential Material,” “Subject to  
13 Protective Order,” or words of a similar effect, and that includes the case name and  
14 case number. Materials and writings so designated, and all privileged information  
15 derived therefrom [hereinafter collectively referred to as “Confidential Material”],  
16 shall be treated in accordance with the terms of this Stipulation. In making this  
17 designation, the Disclosing Parties are also representing that no portion of the  
18 materials is segregable and, therefore, subject to production without restriction as  
19 “Confidential.”

20 2. Confidential Material may be used by the persons receiving such  
21 information [hereinafter “Receiving Party(ies)”] only for the purpose of litigation of  
22 this case, and for such other purposes as permitted by law.

23 3. This Stipulation applies not only to the Confidential Material, but also  
24 to (1) any information copied or extracted from the Confidential Material; (2) all  
25 copies, excerpts, summaries or compilations of Confidential Material; and (3) any  
26 testimony, conversations, or presentations by Receiving Parties that might reveal  
27 Confidential Material.

1           4. Subject to the further conditions imposed by this Stipulation, the  
2 Confidential Material may only be disclosed to the Court and to the following  
3 “qualified” persons:

4                   (a) Counsel of record for the parties to this civil litigation;

5                   (b) Defendants City of Los Angeles and Los Angeles Police  
6 Department;

7                   (c) Attorneys, paralegals, law clerks, stenographic, clerical and  
8 secretarial personnel who are employees in the offices of counsel referred to in  
9 subparagraph (a);

10                  (d) Parties to the litigation;

11                  (e) Expert witnesses consulted and/or retained for this action; and

12                  (f) The judge and court personnel, including stenographic reporters.

13           5. Prior to the disclosure of any Confidential Material to any person  
14 described in paragraph 3(a), (c) or (d), counsel for the Receiving Party who seeks to  
15 use or disclose such Confidential Material shall first provide a copy of this  
16 Stipulation and have the individual to whom the Receiving Party intends to disclose  
17 said Confidential Material sign the Nondisclosure Agreement set forth in  
18 Attachment “A”, stating that the person has received and read a copy of the  
19 Stipulation and understands that s/he is bound by the terms of the Stipulation.

20           6. Unless made on the record in this litigation, counsel making the  
21 disclosure to any qualified person described herein shall retain the original executed  
22 copy of the Nondisclosure Agreements until thirty (30) days after this litigation has  
23 become final, including any appellate review, and monitoring of an injunction.  
24 Counsel for the Receiving Party shall maintain all signed Nondisclosure Agreements  
25 and shall produce the original signature page upon reasonable written notice from  
26 opposing counsel. If an issue arises regarding a purported unauthorized disclosure  
27 of Confidential Material, upon noticed motion of contempt filed by the Disclosing  
28 Parties, counsel for the Receiving Party may be required to file the signed

1 Nondisclosure Agreements, as well as a list of the disclosed materials, in camera  
2 with the Court having jurisdiction of the Stipulation.

3       7. The court reporter, videographer, and audiographer, if any, who record  
4 all or part of the depositions in this matter of Defendants City of Los Angeles and  
5 Los Angeles Police Department, or any other current or former employee of the Los  
6 Angeles Police Department shall be subject to this Order. In preparing the original  
7 deposition videotape, audiotape, or portions thereof, any copies thereof, or portions  
8 of copies thereof, all materials and testimony designated as “Confidential Material”  
9 shall be segregated from the rest of the deposition. No copies of such segregated  
10 “Confidential Material” portions of the materials described above shall be provided  
11 to any persons other than those persons identified in paragraph 4. Nothing in this  
12 agreement is intended to limit the rights of third parties to obtain such Confidential  
13 Material through discovery and subpoena power in other proceedings, subject to a  
14 motion for a protective order filed in those proceedings by the party seeking to  
15 prevent disclosure of the Confidential Material.

16       8. If any “Confidential Material” or testimony derived from such  
17 materials occurs at a deposition, those attending such portions of the depositions  
18 shall be bound by this Order and, therefore, shall not disclose to any person or  
19 entity, in any manner, including orally, any statements made by Defendants City of  
20 Los Angeles and Los Angeles Police Department, or any other current or former  
21 employee of the Los Angeles Police Department during the “Confidential” sections  
22 of said depositions.

23       9. An inadvertent failure to designate qualified materials or items does  
24 not, standing alone, waive the Disclosing Party’s right to secure protection under  
25 this Order for such material. Upon being notified of the correction of a designation,  
26 the Receiving Party must make reasonable efforts to assure that the material is  
27 treated in accordance with this provisions of this Order.

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1        10. Upon final termination of this litigation, including any appeal  
2 pertaining thereto, all materials still classified as Confidential Material at that time,  
3 and all copies thereof, including copies provided to any qualified person in  
4 paragraph 3 herein above, shall be returned to the Disclosing Party within thirty (30)  
5 days.

6        11. If any Receiving Party who receives Confidential Material is served  
7 with a subpoena or other request seeking Confidential Material, s/he or it shall  
8 immediately give written notice to counsel for the Disclosing Parties, identifying the  
9 Confidential Material sought and the time in which production or other disclosure is  
10 required. Such notice shall be given sufficiently in advance of the date for  
11 production or other disclosure so that the Disclosing Parties have the opportunity to  
12 obtain an order barring production or other disclosure, or to otherwise respond to the  
13 subpoena or other request for production or disclosure of Confidential Material.  
14 The Receiving Party also shall immediately give notice to the party who caused the  
15 subpoena or other request to issue that the material is subject to this Order and  
16 include a copy of this Order. In no event should production or disclosure be made  
17 without prior written approval by the Disclosing Party's Counsel unless required by  
18 court order arising from a motion to compel production or disclosure of Confidential  
19 Material.

20        12. Any pleadings, motions, briefs, declarations, stipulations, exhibits or  
21 other written submissions to the Court in this litigation which contain or incorporate  
22 Confidential Material shall be filed and maintained in accordance with Local Rule  
23 79-5, which governs the filing of materials under seal. Any other pleadings,  
24 motions, briefs, declarations, stipulations, exhibits or other written submissions that  
25 refer but do not contain or incorporate Confidential Material, shall designate the  
26 particular aspects that are confidential so as to enable the Court, in drafting  
27 presumptively public orders relating to these filings under seal, to determine  
28 whether there is evidence which the Court should attempt not to disclose. If any

1 papers to be filed with the Court contain Confidential Material, the proposed filing  
2 shall be accompanied by an application to file the papers or the portion thereof  
3 containing the protected information, under seal and that the application shall be  
4 directed to the judge to whom the papers are directed. Pending the ruling on the  
5 application, the papers or portions thereof subject to the sealing application shall be  
6 lodged under seal.

7 13. Counsel for the parties agree to request that any motions, applications  
8 or other pre-trial proceedings which would entail the disclosure of Confidential  
9 Material be heard by the Court in a manner that would preserve the confidential  
10 nature of the information, unless having heard opposition from counsel to such a  
11 process, the court orders otherwise.

12 14. This Order does not govern the use of Confidential Material at trial.  
13 The use of Confidential Material at trial shall be governed by the order(s) of the trial  
14 judge. Nothing herein shall prejudice any party's rights to object to the introduction  
15 of any Confidential Material into evidence.

16 15. Any violation of this Order may be punished by any and all appropriate  
17 measures including, without limitation, contempt proceedings and/or monetary  
18 sanctions.

19 16. Any party bound by this Stipulation who contests the confidential  
20 nature of materials produced pursuant to this Stipulation may move the Court for an  
21 order to have the materials removed from the protective order and to have the  
22 materials declared not confidential, or otherwise move to modify the Stipulation as  
23 to some or all of the materials.

24 17. Any procedures specified above in this Protective Order are in addition  
25 to, and not in lieu of, compliance with the local rules regarding discovery motions.  
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**ATTACHMENT "A"**  
**NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_do solemnly swear that I am fully familiar with the terms of the Protective Order entered in *Joe Hunt, et al. v. City of Los Angeles, et al.*, United States District Court for the Central District of California, Central Division, Case No. No. CV16-02584 PSG (AFMx), and hereby agree to comply with and be bound by the terms and conditions of said Order. I hereby consent to the jurisdiction of the United States District Court for the Central District of California for purposes of enforcing this Order.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

***IT IS SO ORDERED.***

/S/

Dated: 1/20/2017

By: \_\_\_\_\_  
**ALEXANDER F. MACKINNON**  
**UNITED STATES MAGISTRATE JUDGE**